these unfair methods of competition, particularly in regard to false advertising. The petitioner was also ordered to stop selling sugar at less than cost. The petitioner brought this bill in equity and prayed that the commission's injunction be declared vacated, because the petitioner had ceased these practices two years before, and because the act which created the Federal Trade Commission was unconstitutional and void; but if valid, it had not been infringed by these practices. *Held,* that the injunction should be modified to allow the petitioner to sell sugar at any price. Abschuler, J. *dissenting. Sears, Roebuck & Co. v. Federal Trade Commission* (1919, C. C. A. 7th) 258 Fed. 307.

It seems that the Act creating the Federal Trade Commission would be declared constitutional and valid, because grants of similar authority to individuals and bodies have been so held. *Union Bridge Co. v. United States* (1906) 204 U. S. 364, 27 Sup. Ct. 367; *Pennsylvania R. R. Co. v. International Coal Co.* (1912) 230 U. S. 184, 33 Sup. Ct. 893; *National Pole Co. v. Chicago & N. W. Ry. Co.* (1914, C. C. A. 7th) 211 Fed. 65. The petitioner's practices were clearly against public policy, and therefore infringements of this Act. In early law, there was no such remedy; and advertisements which injured one's business, but not one personally, were not actionable either at law or in equity. *Nonpareil Cork Mfg. C. v. Keasbey & Mathison Co.* (1901, C. C. E. D. Pa.) 108 Fed. 721; *White v. Mellin* (H. L.) [1895] A. C. 154. *Evans v. Harlow* (1844, Q. B.) Ad. & E. 624. However, business morals finally made themselves felt, and recovery was allowed against one who made false and malicious disparagement of another's goods. *Western Counties Manure Co. v. Lawes Chemical Co.* (1874) L. R. 9 Exch. 218. Injunctions against false advertising were eventually issued. *Thomas v. Williams* (1880) 14 Ch. D. 864; *Liebig's Co. v. Anderson* (1886) 55 L. T. Rep. N. S. 206. But goods may be sold at any price one may elect, and the court should not inquire into his motives. *Oyello v. Worsley* (1898) 1 Ch. 274; see *Allen v. Flood* (H. L.) [1898] A. C. 1. Cessation of unfair practices prior to the date of the trial is not an equitable ground for vacating an injunction, when at the time of the trial, the petitioner was still alleging that the Federal Trade Commission Act was unconstitutional and void, and that even if valid, there was no infringement by his acts. *Goshen Mfg. Co. v. Myer's Mfg. Co.* (1916) 242 U. S. 202, 37 Sup. Ct. 105; *Holmes v. Burnett* (1913, N. D. Ill.) 206 Fed. 66. This decision seems to point out that advertising and free competition are being further and further restrained. For an excellent discussion of the meaning of unfair competition, see Montague, *Unfair Methods of Competition* (1916) 25 YALE LAW JOURNAL, 20; Haines, *Efforts to Define Unfair Competition* (1919) 29 *ibid.* 1.

WILLS—CONTRACT TO DEVISE—EFFECT OF SUBSEQUENT MARRIAGE.—The plaintiff alleged that he had conveyed to his stepmother, then unmarried, certain land in consideration of her promise to devise this land to him on her death; that she had made a holographic will devising such land to him, but had later married the defendant, her administrator, who was appointed upon a petition alleging that the stepmother died intestate. The plaintiff asked that the defendant be decreed to hold the property in trust for him. *Held,* that although under the California statute the subsequent marriage revoked the will, the contract to devise was enforceable in equity, and the complaint stated a good cause of action. *Rundell v. McDonald* (1919, Calif. App.) 182 Pac. 450.

Contracts to devise have generally been enforced in equity. *Lawrence v. Prosser* (1917, Ch.) 88 N. J. Eq. 43, 101 Atl. 1040; *Steinberger v. Young* (1917) 175 Calif. 81, 165 Pac. 432. But such relief has been refused where unjust results would follow. *Sargent v. Corey* (1917) 34 Calif. App. 193, 166 Pac.

1021; *Owens v. McNally* (1896) 113 Calif. 444, 45 Pac. 710. Some jurisdictions hold a will made pursuant to such a contract irrevocable. *Chase v. Stevens* (1917) 34 Calif. App. 98, 166 Pac. 1035; *Baker v. Syfritt* (1910) 147 Iowa, 49, 125 N. W. 998. But the better view is to hold the will ambulatory and admit the later will to probate. *Rasteller v. Hoenninger* (1915) 214 N. Y. 66, 108 N. E. 210; see (1919) 28 YALE LAW JOURNAL, 709. This is preferable because it prevents the question of the validity of such contracts coming before the probate courts. See COMMENTS (1918) 27 YALE LAW JOURNAL, 542. The principal case is in accord with this authority in holding the contract enforceable notwithstanding the revocation of the will by the marriage.